

June 22, 2016

Executive Office of Health and Human Services

Department of Public Health

Medical Use of Marijuana Program

99 Chauncey Street, 11<sup>th</sup> floor

Boston, MA 02111

RECEIVED

JUN 24 2016

MA Dept. of Public Health  
99 Chauncey Street  
Boston, MA 02111

To Whom It May Concern:

Please find enclosed Siting Profile 1 of 3 and 2 of 3 for Happy Valley Compassion Center, Inc. ("HVCC"). We thought the following information would be helpful for your review:

1. All three lease agreements mention insurance required by the lenders. We want to inform DPH that these policies are additional and separate from the insurance required by 105 CMR 725.105 (Q). When the insurance policies are purchased, HVCC will submit the declarations pages for each policy to DPH for review.

HVCC will at all times maintain a separate insurance policy that complies with 105 CMR 725.105(Q).

2. In regards to the lease agreements and your Request for Information dated January 4<sup>th</sup>, 2016, specifically item number 3, and your Request for Information dated February 25, 2016, specifically item number 2, and as mentioned in the Invitation to Submit a Siting Profile dated April 12, 2016 for Siting Profile 1 of 3 (Hadley dispensary and Bernardston cultivation and processing) and Siting Profile 2 of 3 (Greenfield dispensary and Bernardston cultivation and processing), we are disclosing a related party transaction for each lease agreement as Mr. Timothy Van Epps is the COO of HVCC and holds the following positions in each of the corporations with which HVCC has contracted in the lease agreements:

- a. Mr. Van Epps is the President of Sandri Development, Inc. which is the owner and landlord of the 457 Russell Street, Hadley, MA dispensary location (siting

profile 1 of 3). He and his family members have a significant equity ownership interest in Sandri Development, Inc.

- b. Mr. Van Epps is the President of Sandri Realty, Inc. which is the owner and landlord of the 155 Main Street, Greenfield, MA dispensary location (siting profile 2 of 3). He and his family members have a significant equity ownership interest in Sandri Realty, Inc.
- c. Mr. Van Epps is a Manager of WLR Realty, LLC. which is the owner and landlord for 199 Huckle Hill Road, Bernardston, MA (cultivation and processing for Siting Profile 1 of 3 and 2 of 3). In addition, Mr. Van Epps' wife is one of three Members in WLR Realty, LLC.

Please find enclosed in a separate envelope an independent legal opinion on the compliance of these lease agreements with the non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance as well as independent real estate appraisals for each location.

- 3. In regards to Section D of Siting Profile 1 of 3 and 2 of 3 please find attached to Siting Profile 1 of 3 and 2 of 3 the following:
  - a. A copy of the official letter referenced in the answer to section D of siting profile 1 of 3 and 2 of 3 from the Town of Bernardston.
  - b. A spreadsheet including all abutters within a 500 foot radius of 199 Huckle Hill Road in Bernardston, MA showing the address, owner, parcel ID, use code and use description along with a zoning map showing such abutters.

Should you have any questions or if we can provide any more information please let me know.

Sincerely,



James A. Counihan



# The Commonwealth of Massachusetts

Executive Office of Health and Human Services  
Department of Public Health  
Bureau of Health Care Safety and Quality  
**Medical Use of Marijuana Program**  
99 Chauncy Street, 11<sup>th</sup> Floor, Boston, MA 02111

RECEIVED

JUN 24 2016

MA Dept. of Public Health  
99 Chauncy Street  
Boston, MA 02111

## SITING PROFILE:

**Request of for a Certificate of Registration to  
Operate a Registered Marijuana Dispensary**

### INSTRUCTIONS

This application form is to be completed by a non-profit corporation that wishes to apply for a Certificate of Registration to operate a Registered Marijuana Dispensary ("RMD") in Massachusetts, and has been invited by the Department of Public Health (the "Department") to submit a *Siting Profile*.

If invited by the Department to submit more than one *Siting Profile*, you must submit a separate *Siting Profile* and attachments for each proposed RMD. Please identify each application of multiple applications by designating it as Application 1, 2 or 3 in the header of each application page. Please note that no executive, member, or any entity owned or controlled by such an executive or member, may directly or indirectly control more than three RMDs.

Unless indicated otherwise, all responses must be typed into the application forms. Handwritten responses will not be accepted. Please note that character limits include spaces.

Attachments should be labelled or marked so as to identify the question to which it relates.

Each submitted application must be a complete, collated response, printed single-sided, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).

Mail or hand-deliver the *Siting Profile*, with all required attachments, to:

Department of Public Health  
Medical Use of Marijuana Program  
RMD Applications  
99 Chauncy Street, 11<sup>th</sup> Floor  
Boston, MA 02111

## REVIEW

Applications are reviewed in the order they are received. After a completed application packet is received by the Department, the Department will review the information and will contact the applicant if clarifications/updates to the submitted application materials are needed. The Department will notify the applicant whether they have met the standards necessary to receive a Provisional Certificate of Registration.

## PROVISIONAL CERTIFICATE OF REGISTRATION

Applicants have one year from the date of the submission of the *Management and Operations Profile* to receive a Provisional Certificate of Registration. If an applicant does not receive a Provisional Certificate of Registration after one year, the applicant must submit a new *Application of Intent* and fee.

## REGULATIONS

For complete information regarding registration of an RMD, please refer to 105 CMR 725.100.

It is the applicant's responsibility to ensure that all responses are consistent with the requirements of 105 CMR 725.000, et seq., and any requirements specified by the Department, as applicable.

## PUBLIC RECORDS

Please note that all application responses, including all attachments, will be subject to release pursuant to a public records request, as redacted pursuant to the requirements at M.G.L. c. 4, § 7(26).

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: \_\_\_\_JAC\_\_\_\_

## QUESTIONS

If additional information is needed regarding the RMD application process, please contact the Medical Use of Marijuana Program at 617-660-5370 or [RMDapplication@state.ma.us](mailto:RMDapplication@state.ma.us).

## CHECKLIST

The forms and documents listed below must accompany each application, and be submitted as outlined above:

☒ A fully and properly completed *Siting Profile*, signed by an authorized signatory of the applicant non-profit corporation (the "Corporation")

☒ Evidence of interest in property, by location (as outlined in Section B)

Letter(s) of local support or non-opposition (as outlined in Section C)

<b>SECTION A: APPLICANT INFORMATION</b>
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1. Happy Valley Compassion Center, Inc.  
Legal name of Corporation

2. James A. Counihan  
Name of Corporation's Chief Executive Officer

3. 38 Arbor Way  
North Easton, MA 02356

Address of Corporation (Street, City/Town, Zip Code)

4. James A. Counihan  
Applicant point of contact (name of person Department of Public Health should contact regarding this application)

5. 617 852 7044  
Applicant point of contact's telephone number

6. jcounihan@prismventure.com  
Applicant point of contact's e-mail address

7. Number of applications: How many *Siting Profiles* do you intend to submit? 3

<b>SECTION B: PROPOSED LOCATION(S)</b>
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*Provide the physical address of the proposed dispensary site and the physical address of the additional location, if any, where marijuana for medical use will be cultivated or processed.*

**Attach supporting documents as evidence of interest in the property, by location. Interest may be demonstrated by (a) a clear legal title to the proposed site; (b) an option to purchase the proposed site; (c) a lease; (d) a legally enforceable agreement to give such title under (a) or (b), or such lease under (c), in the event that Department determines that the applicant qualifies for registration as a RMD; or (e) evidence of binding permission to use the premises.**

	Location	Full Address	County
<b>1</b>	<b>Dispensing</b>	457 Russell Street Hadley, MA01035	Hampshire
<b>2</b>	<b>Cultivation</b>	199 Huckle Hill Bernardston, MA 01337	Franklin
<b>3</b>	<b>Processing</b>	199 Huckle Hill Bernardston, MA 01337	Franklin

☒ Check here if the applicant would consider a location other than the county or physical address provided within this application.

### SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

*Attach a letter of support or non-opposition, using one of the templates below (Option A or B), signed by the local municipality in which the applicant intends to locate a dispensary. The applicant may choose to use either template, in consultation with the host community. If the applicant is proposing a dispensary location and a separate cultivation/processing location, the applicant must submit a letter of support or non-opposition from both municipalities. This letter may be signed by (a) the Chief Executive Officer/Chief Administrative Officer, as appropriate, for the desired municipality; or (b) the City Council, Board of Alderman, or Board of Selectmen for the desired municipality. The letter of support or non-opposition must contain the language as provided below. The letter must be printed on the municipality's official letterhead.*

**Template Option A: Use this language if signatory is a Chief Executive Officer/Chief Administrative Officer**

*I, [Name of person], do hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town].*

*I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.*

\_\_\_\_\_  
Name and Title of Individual

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Template Option B: Use this language if signatory is acting on behalf of a City Council, Board of Alderman, or Board of Selectman**

*The [name of council/board], does hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary in [name of city or town]. I have been authorized to provide this letter on behalf of the [name of council/board] by a vote taken at a duly noticed meeting held on [date].*

*The [name of council/board] has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.*

\_\_\_\_\_  
Name and Title of Individual (or person authorized to act on behalf of council or board) (add more lines for names if needed)

\_\_\_\_\_  
Signature (add more lines for signatures if needed)

\_\_\_\_\_  
Date

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: \_\_\_\_JAC\_\_\_\_



**SECTION D: LOCAL COMPLIANCE**

Describe how the Corporation has ensured, and will continue to ensure, that the proposed RMD is in compliance with local codes, ordinances, and bylaws for the physical address(es) of the RMD.

Happy Valley Compassion Center, Inc ("HVCC") has met with the Hadley Building Commissioner, Zoning Enforcement Officer and the Town Administrator who agree that the proposed location at 457 Russell St. meets all local zoning requirements and specifically Hadley Local Zoning By-Law section 29.3.4. In addition, HVCC has met with the Hadley Board of Health and signed the required RMD Declaration as required in Section D.3. of the Board of Health Regulation Restricting the Sale of Marijuana. HVCC will also comply with the Hadley Board of Health Regulation Restricting the Sale of Marijuana Section F.2.

HVCC has conferred with the Bernardston Selectmen, Planning Board, Zoning Board, Town Counsel and Building Inspector who all agree that 199 Huckle Hill Rd. is allowed as indicated in the attached letter dated June, 22 2016 from the Town of Bernardston. HVCC has researched all locations within a 500 foot radius and has ensured that it is compliant with the siting requirements of 105 CMR 725.110(A)(14). (see the abutters attachment)

HVCC's CEO is responsible for and will ensure that HVCC continues to comply with all local codes, ordinances and by-laws.

<b>SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS</b>
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*Provide the three-year business plan for the RMD, including revenues and expenses.*

Projected Start Date for the First Full Fiscal Year: 1/1/18

	FIRST FULL FISCAL YEAR PROJECTIONS 2018	SECOND FULL FISCAL YEAR PROJECTIONS 2019	THIRD FULL FISCAL YEAR PROJECTIONS 2020
Projected Revenue	\$ 4,640,540	\$ 6,032,702	\$ 6,722,154
Projected Expenses	\$ 4,408,513	\$ 5,550,086	\$ 6,049,938
VARIANCE:	\$ 232,027	\$ 482,616	\$ 672,215
Number of unique patients for the year	1799	2339	2806
Number of patient visits for the year	46774	60807	72968
Projected % of patient growth rate annually	---	30%	20%
Estimated purchased ounces per visit	0.25	0.25	0.25
Estimated cost per ounce	\$350	\$325	\$300
Total FTEs in staffing	25	29	30
Total marijuana for medical use inventory for the year (in lbs.)	800	1019	1125
Total marijuana for medical use sold for the year (in lbs)	730	949	1139
Total marijuana for medical use left for roll over (in lbs.)	70	86	72

Projected date the RMD plans to open: 7/1/17

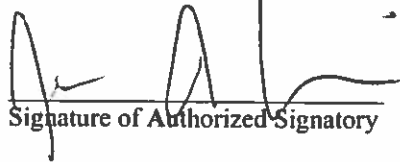
Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: \_\_\_JAC\_\_\_

## SECTION F: CERTIFICATION OF ASSURANCE OF COMPLIANCE: ADA AND NON-DISCRIMINATION BASED ON DISABILITY

Applicants must certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination, and civil rights for persons with disabilities. The Applicant must complete a Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability. By signing, the Applicant formally notifies the Department that the Applicant is in compliance and shall maintain compliance with all applicable requirements.

- I certify, that the Applicant is in compliance and shall maintain compliance with all applicable federal and state laws protecting the rights of persons with disabilities, including but not limited to the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134; Article CXIV of the Massachusetts Constitution; and; Chapter 93, § 103; Chapter 151B; and Chapter 272, §§ 98 and 98A of the Massachusetts General Laws.
- I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. I recognize that to make goods, services, facilities, privileges, advantages, or accommodations readily accessible to and usable by persons with disabilities, the Applicant, under the ADA, must:
  - remove architectural and communication barriers in existing facilities, when readily achievable and, if not readily achievable, must use alternative methods;
  - purchase accessible equipment or modify equipment;
  - modify policies and practices; and
  - furnish appropriate auxiliary aids and services where necessary to ensure effective communication.
- I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. I also understand that the Massachusetts Constitution Article CXIV provides that no otherwise qualified individual shall, solely by reason of disability, be excluded from the participation in, denied the benefits of, or be subject to discrimination under any program or activity within the Commonwealth.
- I agree that the Applicant shall cooperate in any compliance review and shall provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein for reviewing compliance with the ADA, the Massachusetts Constitution, other applicable state and federal laws, including 105 CMR 725.000, et seq.
- I agree that any violation of the specific provisions and terms of this Assurance or of the ADA, and/or of any Plan of Correction shall be deemed a breach of a material condition of any Certificate of Registration issued to the Applicant for operation of a Registered Marijuana Dispensary. Such a breach shall be grounds for suspension or revocation, in whole or in part, of a Certificate of Registration issued by the Department.
- I agree that, if selected, I will submit a detailed floor plan of the premises of the proposed dispensary in compliance with 105 CMR 725.100(m) in compliance with the Architectural Review required pursuant to 105 CMR 725.100(B)(5)(f).

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant non-profit corporation, understand the obligations of the Applicant under the Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability, and agree and attest that the Applicant will comply with those obligations as stated in the Certification.



James A. Counihan

CEO

06/22/2016

Signature of Authorized Signatory

Print Name of Authorized Signatory

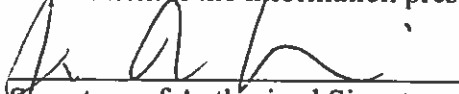
Title of Authorized Signatory

Date Signed

### ATTESTATIONS

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: JAC

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant non-profit corporation, agree and attest that all information included in this application is complete and accurate and that I have an ongoing obligation to submit updated information to the Department if the information presented within this application has changed.


  
Signature of Authorized Signatory

06/22/2016  
Date Signed

James A. Counihan  
Print Name of Authorized Signatory

CEO  
Title of Authorized Signatory

I, the authorized signatory for the applicant non-profit corporation, hereby attest that the corporation has notified the chief administrative officer and the chief of police of the proposed city or town in which the RMD would be sited, as well as the sheriff of the applicable county, of the intent to submit a *Management and Operations Profile* and a *Siting Profile*.

  
Signature of Authorized Signatory

06/22/2016  
Date Signed

James A. Counihan  
Print Name of Authorized Signatory

CEO  
Title of Authorized Signatory

I, the authorized signatory for the applicant non-profit corporation, hereby attest that if the corporation is approved for a provisional certificate of registration, the corporation is prepared to pay a non-refundable registration fee of \$50,000, as specified in 105 CMR 725.000, after being notified that the RMD has been approved for a provisional certificate of registration.

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here:    JAC

  
Signature of Authorized Signatory

Application 1 of 3

Applicant Non-Profit Corporation Happy Valley Compassion Center, Inc.

06/22/2016  
Date Signed

James A. Counihan  
Print Name of Authorized Signatory

CEO  
Title of Authorized Signatory

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here:    JAC

**SECTION B**  
**APPLICATION FOR SITTING PROFILE**  
**1 OF 3**

**HADLEY LEASE**

## COMMERCIAL REAL ESTATE LEASE

### 1. PARTIES:

This LEASE is made and executed by and between Sandri Development, Inc., a Massachusetts Corporation as LANDLORD, having an office at P.O. Box 1578, 400 Chapman Street, Greenfield, MA 01302 and Happy Valley Compassion Center, Inc., having an office 38 Arbor Way, North Easton, MA 02356 as TENANT.

### 2. PREMISES:

LANDLORD leases and TENANT accepts and leases the property specifically described as follows: land together with improvements thereon located at 457 Russell Street, Hadley, MA 01035 (the "Premises").

### 3. USE OF PREMISES:

Premises include all improvements, rights of way, and easements. The Premises are to be used for a medical marijuana dispensary and any potential future adult marijuana dispensary as regulated and licensed by the Commonwealth of Massachusetts.

(A) TENANT shall observe and obey all laws, ordinances and regulations issued by any governmental body or administrative agency covering use and occupancy of Premises and operation of TENANTS business on the Premises.

(B) TENANT may not make any additions or alterations to the improvements, or erect or construct any buildings or other enclosure on the Premises without prior written consent of LANDLORD which will not be unreasonably withheld. TENANT shall pay for the cost of all leasehold improvements.

(C) TENANT shall not engage in, permit, allow, or acquiesce in any dangerous or illegal action, omission, or enterprise on or about Premises which may result in injury or damage to persons or property of LANDLORD, TENANT'S, invitees, customers, or employees, or any activity which may be deemed offensive to common decency and morality, or any action, omission, or enterprise which might or could impose legal liability upon LANDLORD.

(D) TENANT'S right of possession to Premises will cease upon termination, cancellation, or non-renewal of this Lease by either party: and, in such event, TENANT shall immediately surrender Premises to LANDLORD. Should TENANT fail to do so, unless otherwise specified by applicable statute, LANDLORD shall have the right to enter Premises for purposes of repossession without having liability to TENANT for trespass or damage, and LANDLORD shall be entitled to sue for and recover all costs and expenses, including reasonable attorney's fees incurred by LANDLORD, in repossessing the Premises.

(E) When this Lease ends, TENANT shall, at its own cost and expense, return Premises cleaned and restored to original condition, with all refuse removed, normal wear and tear not included. TENANT must remove all of TENANT'S property from the Premises when this Lease ends. Unless otherwise agreed to by both parties in writing, all property left on or about the Premises for more than ten (10) days after TENANT vacated, abandons, or otherwise leaves the Premises, may be removed and disposed of by LANDLORD without having liability to TENANT. All leasehold improvements shall remain the property of LANDLORD.

(F) LANDLORD reserves the right to inspect Premises to ensure compliance with terms of this Lease. The Landlord understands and agrees that entry to the facility must be on an "escorted access only" basis, as set forth in 105 CMR 725.110(C)(4) in any designated limited access area. Tenant shall provide Landlord with 24 hour / 7 days a week telephone number to access a dispensary agent authorized to access and escort Landlord in any designated limited access areas.

MUP  
GHS

S E C T I O N  
A P P E N D I X

(G) Notwithstanding any provision of this Lease to the contrary, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit Landlord to claim, control, possess, secure, sell or dispose of any marijuana, marijuana product or marijuana by-product. Landlord hereby agrees and acknowledges that any such marijuana located on the premises shall be controlled in accordance with all federal and state laws including 105 CMR 725.000 et seq.

**4. TERM:**

The term of this Lease shall commence on the September 1, 2017 and terminate on October 31, 2020. TENANT shall have the option to renew this lease for two (2) additional five (5) year terms by giving LANDLORD Ninety (90) days written notice prior to the expiration of the current Lease that it is exercising said option. Additionally, TENANT shall have the option to terminate this lease if denied licenses from the State, County or Municipal Authorities to operate a medical marijuana dispensary.

**5. RENT:**

Monthly rent during the term of this Lease shall be \$2,050.00 per month. Rent is due on or before the fifth (5th) day of each month. Rent shall be prorated on a daily basis for periods of less than one (1) calendar month. Upon prior written notice to TENANT, a late payment charge equal to 1% of the current month's rent may be added to, and collected for, each rent payment, which is not paid when due. In addition to Rent TENANT shall be responsible for expenses as set forth in Section 10 below.

Should TENANT exercise one or both of its five year options to renew the rent for each option period will be increase by a multiple of the percentage of change in the CPI-U, All Urban Consumers, U.S. City Average from the commencement of the original term of the LEASE to the end on the calendar month prior to the calendar month in which the current term of LEASE expires applied to a "Base Rent" amount of \$1,750.00 per month (example \$1,750.00 x CPI Index).

**6. CONSTRUCTION/RENT ABATEMENT:**

It is TENANT's intention to make certain Improvements to the Premises during the Initial Term of the Lease. Any and all improvements shall require LANDLORD's prior written approval. During the construction phase of TENANT's improvements, LANDLORD agrees to waive all rental charges and pay real estate taxes for the Premises. This construction phase will terminate upon TENANT opening for business or November 1, 2017 whichever occurs first.

Prior to TENANT performing any construction or other work on or about the Premises for which a lien could be filed against the Premises, TENANT at LANDLORD's option, shall furnish satisfactory security for the protection of LANDLORD against mechanics' liens. Notwithstanding the foregoing, if any mechanics' or other lien shall be filed against the Premises purporting to be for labor or material furnished or to be furnished at the request of TENANT, then TENANT shall at its expense cause such lien to be discharged by record of payment, bond or otherwise, within ten (10) days after the filing thereof. If TENANT shall fail to cause such lien to be discharged of record within such ten day period, LANDLORD may cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and TENANT shall, upon demand as additional rent, reimburse LANDLORD for all amounts paid and cost incurred including attorneys fees, in having such lien discharged of record.

If the Premises are rendered wholly untenable by fire or other casualty, or if public work or repairs, improvements or modifications to the Premises prevent access to the Premises, LANDLORD may, at its option, abate the rent until the Premises and access are fully restored. TENANT may terminate this Lease if the abatement of rent is not acceptable to TENANT.

**7. PURCHASE OPTION:**

- TENANT shall have the option to purchase the Premises within the initial term of this Lease for Five Hundred and Twenty Nine Thousand Dollars (\$529,000.00).
- TENANT shall have the option to purchase the Premises during the first two (2) years of the first renewal option term for Five Hundred and Forty Nine Thousand Dollars (\$549,000.00).



- E F C T I O F  
A B P M I C
- TENANT shall exercise its option hereunder by giving LANDLORD written notice of its election to exercise received by LANDLORD by March 31, 2022 and upon receipt of said notice the parties shall proceed with the transfer of the Premises in accordance with the terms and conditions set forth in Exhibit A attached hereto and made a part hereof.

**8. CONDEMNATION:**

Should the Premises, in whole or in part, be condemned or otherwise taken for public or semi-public use, LANDLORD shall have the right to terminate this Lease at any time thereafter upon written notice to TENANT. TENANT shall have no claim to any portion of the award payable to LANDLORD by reason of a condemnation or taking of the Premises. TENANT shall be entitled to file for and retain any award payable to TENANT by reason of condemnation or taking of TENANT'S leasehold interest in the Premises.

**9. TITLE AND CONDITION:**

Should LANDLORD lose title to, or right to lease the Premises, or should LANDLORD'S title to the Premises fail, this Lease shall automatically terminate at the time and date of LANDLORD'S loss or failure of title or right to lease. LANDLORD makes no expressed or implied warranty relating to zoning or title to Premises, and TENANT waives any right to recover damages from LANDLORD arising from LANDLORD'S loss or failure of title or right to lease. TENANT accepts the Premises in its present condition with the exception of LANDLORD removing the underground fuel storage tanks, the fuel dispensers, the fuel islands and the fueling area canopy prior to TENANT'S occupancy.

**10. REAL ESTATE TAXES, SERVICE CHARGES, UTILITIES:**

This lease is a Triple Net Lease. TENANT shall pay all real estate taxes, water, sewer, maintenance expenses and utilities costs associated with the entire premises.

**11. MAINTENANCE:**

TENANT shall keep the Premises clean, attractive, and in good condition (normal wear and tear not included), and shall keep the Premises, including all buildings and driveways, free of unlicensed, wrecked, and dismantled vehicles, ice, snow, and all other hazardous substances and conditions. TENANT shall be responsible for all repairs and maintenance to the existing improvements and any future improvements on the property.

LANDLORD may, at its discretion, repair or replace any part of the Premises, from time to time, without consent of TENANT. LANDLORD shall not be liable for any losses or claims of any nature that TENANT sustains resulting from or during such maintenance or repair work, or replacement of any part of the Premises.

**12. INSURANCE/ INDEMNIFICATION:**

(a) During the period this agreement is in effect, TENANT further covenants and agrees to maintain solely at TENANT'S expense the following insurance or the equivalent thereof: (i) Insurance coverage for damage to personal property, equipment and fixtures, (ii) fire and casualty insurance for the building located on the Premises for its full replacement cost (but no co-insurance nor deduction for depreciation), with a deductible not to exceed \$10,000.00 for such perils as are covered on Special Form (formerly called "all risk") insurance, and subject to any applicable deductible. To the extent not covered by said Special Form, LANDLORD shall at least keep LANDLORD'S Building insured against loss by fire, windstorm, tornado, and hail, and against the loss or damage by such other risk as may be covered by standard extended coverage form, and also against vandalism and malicious mischief and (iii) comprehensive general liability insurance covering operations and premise, complete operations and product liability and contractual liability, all with minimum limits of one million dollars (\$1,000,000.00) for each occurrence and two million dollars in the aggregate. The insurance will name LANDLORD as an additional insured and will be primary as to any other existing, valid and collectible insurance. The foregoing are minimum insurance requirements only and may or may not adequately meet the entire insurance needs of TENANT. If LANDLORD requires, before LANDLORD delivers possession of the Premises to TENANT, TENANT shall furnish LANDLORD with certificates of such insurance which provide that coverage will not be canceled or materially changed prior to thirty (30) days advance written notice or any such notice as is required by contract or state law to LANDLORD. This insurance required hereunder in no way limits or restricts TENANT'S obligation under this Section 12 as to indemnification of LANDLORD. Further, the

insurance to be carried shall be in no way limited by any limitation placed upon the indemnity therein given as a matter of law: TENANT's insurance company shall be reasonably acceptable to LANDLORD. Lastly, despite anything language that may be to the contrary, Tenant will maintain separate insurance coverage in amounts sufficient to comply with 105 CMR 725.105(Q).

(b) TENANT shall indemnify, hold harmless and defend LANDLORD from and against any and all reasonable costs, expenses (including court costs and reasonable attorneys' fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority, arising out of or in any way connected with TENANT's use of the Premises, including TENANT'S use of the property for the growth or sale of marijuana products, and LANDLORD shall not be liable to TENANT on account of (i) any failure by TENANT to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by TENANT, (ii) any failure by TENANT to comply with any statutes, ordinances, regulations or orders of any governmental authority relating to TENANT's use of the Premises, (iii) any accident, death or personal injury, or damage to or loss or theft of property, which shall occur in or about the Premises except as the same may be caused solely by the negligence of LANDLORD, its employees or agents; or (iv) the release or improper storage or disposal of any hazardous wastes or materials by TENANT, unless caused by the negligence of LANDLORD, its employees or agents

### 13. MULTIPLE TENANTS:

If more than one person is named as TENANT in this Lease, any one of them shall, as between themselves and LANDLORD, have authority to bind all said TENANTS, and acts and omissions (including notices and events of default) by any one of said TENANTS shall conclusively be an act or omission of all said TENANTS. Notices given by LANDLORD to any one of said TENANTS shall be as though given to all TENANTS.

### 14. NOTICES:

Any notice given by either party to the other regarding this Lease must be in writing. If directed to LANDLORD, such notice shall be mailed or delivered to LANDLORD'S office, and, if directed to TENANT, shall be mailed to or left upon the Premises.

### 15. ASSIGNMENT AND SUBLETTING:

TENANT shall not assign this Lease, or sublet any portion of the Premises, without prior consent of LANDLORD, which shall not be unreasonably withheld. Such assignment or subletting shall not change TENANT'S continuing obligations to LANDLORD, except as may be otherwise agreed in writing by LANDLORD. LANDLORD may, upon written notice, sell and assign this Lease, or assign the rents to be paid by TENANT.

### 16. REPRESENTATIONS:

All negotiations, representations, understandings, promises, and agreements with respect to matters covered by this Lease are fully set forth herein. The person negotiating this Lease on behalf of LANDLORD is without authority to make any promise or agreement with TENANT, which is not set forth in this Lease, or in an addendum or amendment hereto. This Lease, and all supplements, amendments, and addenda shall not be binding upon LANDLORD until and unless executed by a duly authorized representative of LANDLORD.

### 17. NON-WAIVER:

Should either LANDLORD or TENANT at any time waive or fail to enforce any term, condition, or agreement of this Lease, such waiver or failure to enforce shall not be construed as a waiver or relinquishment of that party's right thereafter to enforce any such term, condition, or agreement.

### 18. DEFAULT:

A default shall be considered to have occurred (a) if payment of all rent or other monetary obligations shall not have been made when due and if such failure to pay shall continue for ten (10) days after the due date or (b) if within thirty (30) days after written notice thereof from LANDLORD to TENANT

*Handwritten signature/initials*

specifying any other default or defaults, TENANT has not cured such default or defaults (or if the same cannot be reasonably cured within said thirty (30) day time period by exercising due diligence, then such additional reasonable time (not to exceed an additional thirty (30) days, for TENANT to cure provided TENANT continues to use due diligence to cure). In the event (a) of any default by TENANT of any of the terms and covenants of this Lease to be performed by TENANT as provided herein, (b) the estate hereby created in TENANT is taken by process of law, (c) TENANT shall file a voluntary petition of bankruptcy, (d) any involuntary petition initiating a bankruptcy proceeding is filed against TENANT and is not dismissed within sixty (60) days, (e) TENANT is adjudicated bankrupt, (f) TENANT shall make an assignment for the benefit of creditors or take the benefit of any insolvency law, or (g) a receiver is appointed for TENANT, then LANDLORD may, upon five (5) days' prior written notice to TENANT, by summary process or other legal means, enter upon the Premises and repossess the Premises and expel and remove from the Premises, TENANT and those claiming under it and its effects, without being guilty of any manner of trespass, thereby terminating this Lease without prejudice to any remedies which LANDLORD might otherwise be entitled to for arrears of rent or otherwise. In the event of such termination, TENANT shall indemnify LANDLORD against all loss of rent and its costs and expenses which LANDLORD may reasonably incur by reason of such termination including without limitation its broker fees and commissions with respect to any new lease or occupancy, its reasonable expenses incurred in preparing the Premises for reletting and its other costs and expenses due to such termination.

**18. MISCELLANEOUS:**

All prior contracts between the parties concerning the Premises are hereby canceled as of the date the term of this Lease commences, without releasing the rights or liabilities of either party accruing thereunder. This Lease shall when executed, be binding upon the parties, their respective heirs, executors, administrators, successors, and assigns.

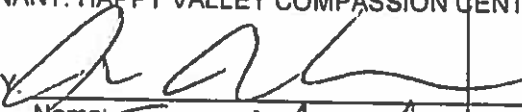
19. LANDLORD recognizes that the facility has handled hazardous materials (gasoline) in the past. To the best of its knowledge LANDLORD believes that the site is clean.

Effective as of September 1, 2017

WITNESSES:



TENANT: HAPPY VALLEY COMPASSION CENTER, INC.

BY:   
Name: James A. Courie  
Title: CEO

WITNESSES:



LANDLORD: SANDRI DEVELOPMENT, INC.


BY:   
Michael V. Behn, Duly Authorized

Exhibit A

TERMS FOR PURCHASE AND SALE

If TENANT exercises the option to purchase contained in Section 7 of the Commercial Real Estate Lease to which this Exhibit is attached (the "Lease"), the closing of the transfer of the Premises shall be controlled by the following provisions. Capitalized terms not defined herein shall have the meaning given them in the Lease.

1. **PREMISES DESCRIPTION:** The land located at 457 Russell Street, Hadley, Massachusetts, including the improvements and fixtures located thereon.
2. **PURCHASE PRICE:** As set forth in Section 7 of the Lease, subject to reduction as set forth herein (the "Purchase Price").
3. **EFFECTIVE DATE:** The "Effective Date" will be the date when LANDLORD has received written notice from TENANT of its intent to exercise its option to purchase.
4. **PAYMENT OF PURCHASE PRICE:** The Purchase Price, subject to applicable adjustments and prorations, shall be paid to LANDLORD on the Closing Date by certified or cashier's check or by wire transfer.
5. **CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered on the 90th day after the Effective Date ("Closing Date") unless the Closing Date is modified by other provisions of these Terms for Purchase and Sale (these "Purchase Terms"). On the Closing Date LANDLORD shall deliver to TENANT, upon payment of the Purchase Price a quitclaim deed conveying, good, clear record, insurable title to the Premises.
6. **RESTRICTIONS; EASEMENTS; LIMITATIONS:** TENANT shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on a survey; public utility easements of record servicing the Premises; taxes and assessments for year of closing and subsequent years; easements, restrictions or covenants of record, if any; provided, that there exists at closing no violation of the foregoing.
7. **TITLE AND SURVEY:** TENANT, at TENANT's expense, within thirty (30) days of the Effective Date shall cause to have examined the back title to the Premises as well as conduct any surveying of the Premises by a surveyor registered in the Commonwealth of Massachusetts. If such title exam or survey discloses a title defect or an encroachment on the Premises or that improvements located on the property encroach on setback lines, easements, lands of others or violate any restrictions, covenants of these Purchase Terms or any applicable governmental regulation, the same shall constitute a title defect. TENANT shall notify LANDLORD of any title or surveying defect within thirty (30) days of the Effective Date. If LANDLORD is not willing to correct such defect then this Agreement shall terminate without recourse to either party.
8. **PLACE OF CLOSING:** Closing shall be held at the office of the attorney or other closing agent designated by TENANT.
9. **TIME:** In computing time periods of less than six (6) days, Saturdays, Sundays and Massachusetts state or national legal holidays shall be excluded. Any time periods provided herein which shall end on a Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. on the next business day. Time is of the essence in these Purchase Terms.
10. **DOCUMENTS FOR CLOSING:** LANDLORD shall furnish the deed, bill of sale (if applicable), mechanic's lien affidavit, owner's possession affidavit, FIRPTA affidavit, , and corrective instruments, all in such form and substance as are acceptable to TENANT and TENANT's title insurer. Each party shall execute a closing statement.

MUP  
[Signature]

**11. EXPENSES:** Recording fees for any monetary discharge, deed stamps and corrective instruments shall be paid by LANDLORD. Recording of the deed and municipal lien certificate shall be paid by TENANT. Unless otherwise provided by law or rider to these Purchase Terms, charges for the following related title services, namely title or abstract charge, title examination, and settlement and closing fee, shall be paid by TENANT.

**12. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Premises shall not be prorated at Closing since TENANT has been responsible for such expenses under the terms of the Lease.

**13. RISK OF LOSS:** Risk of loss until the date of Closing shall be the responsibility of TENANT pursuant to the terms of the Lease.


**14. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of these Purchase Terms, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

**15. FAILURE OF PERFORMANCE:** If TENANT fails to perform these Purchase Terms within the time specified, LANDLORD may elect to terminate the exercise of the option to purchase and be relieved of all obligations under these Purchase Terms. If for any reason other than failure of LANDLORD to make LANDLORD's title marketable after diligent effort, TENANT fails, neglects or refuses to perform these Purchase Terms, TENANT may seek specific performance or may terminate the exercise of the option, whereupon LANDLORD shall reimburse TENANT for all costs and expenses in connection with TENANT's exercise of the option to purchase. If either party terminates the exercise of the option to purchase as set forth herein, the Parties shall continue to be bound by the terms and provisions of the Agreement.

**16. PERSONS BOUND; NOTICE:** These Purchase Terms shall bind and inure to the benefit of the Parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any Party shall be as effective as if given by or to that Party.

**17. CONVEYANCE:** LANDLORD shall convey title to the Premises by quitclaim deed, subject only to matters contained in Section 6 of these Purchase Terms and those otherwise accepted by TENANT. Personal property shall, at the request of TENANT, be transferred by a bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

**18. AMENDMENTS:** No modification to or change in these Purchase Terms shall be valid or binding upon the Parties unless in writing and executed by the Party or Parties intended to be bound by it.

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**SECTION B**  
**APPLICATION FOR SITTING PROFILE**  
**1 OF 3**

**BERNARDSTON LEASE**

## COMMERCIAL REAL ESTATE LEASE

### 1. PARTIES:

This LEASE is made and executed by and between WLR Realty, LLC, a Massachusetts Corporation as LANDLORD, having an office at P.O. Box 1578, 400 Chapman Street, Greenfield, MA 01302 and Happy Valley Compassion Center, Inc., having an office 38 Arbor Way, North Easton, MA 02356 as TENANT.

### 2. PREMISES:

LANDLORD leases and TENANT accepts and leases the property specifically described as follows: land together with improvements thereon located at 199 Huckle Hill Road, Bernardston, MA 01337 (the "Premises").

### 3. USE OF PREMISES:

Premises include all improvements, rights of way, and easements. The Premises are to be used for a medical marijuana cultivation and processing center as regulated and licensed by the Commonwealth of Massachusetts.

(A) TENANT shall observe and obey all laws, ordinances and regulations issued by any governmental body or administrative agency covering use and occupancy of Premises and operation of TENANT'S business on the Premises.

(B) TENANT may not make any additions or alterations to the improvements, or erect or construct any buildings or other enclosure on the Premises without prior written consent of LANDLORD which will not be unreasonably withheld. TENANT shall pay for the cost of all leasehold improvements.

(C) TENANT shall not engage in, permit, allow, or acquiesce in any dangerous or illegal action, omission, or enterprise on or about Premises which may result in injury or damage to persons or property of LANDLORD, TENANT'S, invitees, customers, or employees, or any activity which may be deemed offensive to common decency and morality, or any action, omission, or enterprise which might or could impose legal liability upon LANDLORD.

(D) TENANT'S right of possession to Premises will cease upon termination, cancellation, or non-renewal of this Lease by either party; and, in such event, TENANT shall immediately surrender Premises to LANDLORD. Should TENANT fail to do so, unless otherwise specified by applicable statute, LANDLORD shall have the right to enter Premises for purposes of repossession without having liability to TENANT for trespass or damage, and LANDLORD shall be entitled to sue for and recover all costs and expenses, including reasonable attorney's fees incurred by LANDLORD, in repossessing the Premises.

(E) When this Lease ends, TENANT shall, at its own cost and expense, return Premises cleaned and restored to original condition, with all refuse removed, normal wear and tear not included. TENANT must remove all of TENANT'S property from the Premises when this Lease ends. Unless otherwise agreed to by both parties in writing, all property left on or about the Premises for more than ten (10) days after TENANT vacated, abandons, or otherwise leaves the Premises, may be removed and disposed of by LANDLORD without having liability to TENANT. All leasehold improvements shall remain the property of LANDLORD.

(F) LANDLORD reserves the right to inspect Premises to ensure compliance with terms of this Lease. The Landlord understands and agrees that entry to the facility must be on an "escorted access only" basis, as set forth in 105 CMR 725.110(C) (4) in any designated limited access area. Tenant shall provide Landlord with 24 hour / 7 days a week telephone number to access cultivation and processing center agent authorized to access and escort Landlord in any designated limited access areas.

*mvd*

*[Signature]*

(G) Notwithstanding any provision of this Lease to the contrary, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit Landlord to claim, control, possess, secure, sell or dispose of any marijuana, marijuana product or marijuana by-product. Landlord hereby agrees and acknowledges that any such marijuana located on the premises shall be controlled in accordance with all federal and state laws including 105 CMR 725.000 et seq.

**4. TERM:**

The term of this Lease shall commence on the June 1, 2017 and terminate on August 31, 2020. TENANT shall have the option to renew this lease for two (2) additional five (5) year terms by giving LANDLORD Ninety (90) days written notice prior to the expiration of the current Lease that it is exercising said option. Additionally, TENANT shall have the option to terminate this lease if denied licenses from the State, County or Municipal Authorities to operate a medical marijuana dispensary.

**5. RENT:**

Monthly rent during the term of this Lease shall be \$4,000.00 per month. Rent is due on or before the fifth (5th) day of each month. Rent shall be prorated on a daily basis for periods of less than one (1) calendar month. Upon prior written notice to TENANT, a late payment charge equal to 1% of the current month's rent may be added to, and collected for, each rent payment, which is not paid when due. In addition to Rent TENANT shall be responsible for expenses as set forth in Section 10 below.

Should TENANT exercise one or both of its five year options to renew the rent for each option period will be increase by a multiple of the percentage of change in the CPI-U, All Urban Consumers, U.S. City Average from the commencement of the original term of the LEASE to the end on the calendar month prior to the calendar month in which the current term of LEASE expires applied to a "Base Rent" amount of \$4,000.00 per month.

**6. CONSTRUCTION/RENT ABATEMENT:**

It is TENANT's intention to make certain improvements to the Premises during the Initial Term of the Lease. Any and all improvements shall require LANDLORD's prior written approval. During the construction phase of TENANT's improvements, LANDLORD agrees to waive all rental charges and pay real estate taxes for the Premises. This construction phase will terminate upon the opening of TENANT's first medical marijuana dispensary or October 1, 2017 whichever occurs first.

Prior to TENANT performing any construction or other work on or about the Premises for which a lien could be filed against the Premises, TENANT at LANDLORD's option, shall furnish satisfactory security for the protection of LANDLORD against mechanics' liens. Notwithstanding the foregoing, if any mechanics' or other lien shall be filed against the Premises purporting to be for labor or material furnished or to be furnished at the request of TENANT, then TENANT shall at its expense cause such lien to be discharged by record of payment, bond or otherwise, within ten (10) days after the filing thereof. If TENANT shall fail to cause such lien to be discharged of record within such ten day period, LANDLORD may cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and TENANT shall, upon demand as additional rent, reimburse LANDLORD for all amounts paid and cost incurred including attorneys fees, in having such lien discharged of record.

If the Premises are rendered wholly untenable by fire or other casualty, or if public work or repairs, improvements or modifications to the Premises prevent access to the Premises, LANDLORD may, at its option, abate the rent until the Premises and access are fully restored. TENANT may terminate this Lease if the abatement of rent is not acceptable to TENANT.

**7. PURCHASE OPTION:**

- Tenant shall have the option to purchase the Premises within the initial term of this Lease for Seven Hundred and Ninety Nine Hundred Dollars (\$799,000.00).

*[Handwritten initials and signature]*



- TENANT shall have the option to purchase the Premises during the first two (2) years of the first renewal option term for Eight Hundred and Twenty Five Thousand Dollars (\$825,000.00).
- TENANT shall exercise its option hereunder by giving LANDLORD written notice of its election to exercise received by LANDLORD by March 31, 2022 and upon receipt of said notice the parties shall proceed with the transfer of the Premises in accordance with the terms and conditions set forth in Exhibit A attached hereto and made a part hereof.

**8. CONDEMNATION:**

Should the Premises, in whole or in part, be condemned or otherwise taken for public or semi-public use, LANDLORD shall have the right to terminate this Lease at any time thereafter upon written notice to TENANT. TENANT shall have no claim to any portion of the award payable to LANDLORD by reason of a condemnation or taking of the Premises. TENANT shall be entitled to file for and retain any award payable to TENANT by reason of condemnation or taking of TENANT'S leasehold interest in the Premises.

**9. TITLE AND CONDITION:**

Should LANDLORD lose title to, or right to lease the Premises, or should LANDLORD'S title to the Premises fail, this Lease shall automatically terminate at the time and date of LANDLORD'S loss or failure of title or right to lease. LANDLORD makes no expressed or implied warranty relating to zoning or title to Premises, and TENANT waives any right to recover damages from LANDLORD arising from LANDLORD'S loss or failure of title or right to lease. TENANT accepts the Premises in its present condition.

**10. REAL ESTATE TAXES, SERVICE CHARGES, UTILITIES:**

This lease is a Triple Net Lease. TENANT shall pay all real estate taxes, water, sewer, maintenance expenses and utilities costs associated with the entire premises.

**11. MAINTENANCE:**

TENANT shall keep the Premises clean, attractive, and in good condition (normal wear and tear not included), and shall keep the Premises, including all buildings and driveways, free of unlicensed, wrecked, and dismantled vehicles, ice, snow, and all other hazardous substances and conditions. TENANT shall be responsible for all repairs and maintenance to the existing improvements and any future improvements on the property.

LANDLORD may, at its discretion, repair or replace any part of the Premises, from time to time, without consent of TENANT. LANDLORD shall not be liable for any losses or claims of any nature that TENANT sustains resulting from or during such maintenance or repair work, or replacement of any part of the Premises.

**12. INSURANCE/ INDEMNIFICATION:**

(a) During the period this agreement is in effect, TENANT further covenants and agrees to maintain solely at TENANT'S expense the following insurance or the equivalent thereof: (i) insurance coverage for damage to personal property, equipment and fixtures, (ii) fire and casualty insurance for the building located on the Premises for its full replacement cost (but no co-insurance nor deduction for depreciation), with a deductible not to exceed \$10,000.00 for such perils as are covered on Special Form (formerly called "all risk") insurance, and subject to any applicable deductible. To the extent not covered by said Special Form, LANDLORD shall at least keep LANDLORD'S Building insured against loss by fire, windstorm, tornado, and hail, and against the loss or damage by such other risk as may be covered by standard extended coverage form, and also against vandalism and malicious mischief and (iii) comprehensive general liability insurance covering operations and premise, complete operations and product liability and contractual liability, all with minimum limits of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.000) in the aggregate. The insurance will name

JUP  
*[Signature]*

LANDLORD as an additional insured and will be primary as to any other existing, valid and collectible insurance. The foregoing are minimum insurance requirements only and may or may not adequately meet the entire insurance needs of TENANT. If LANDLORD requires, before LANDLORD delivers possession of the Premises to TENANT, TENANT shall furnish LANDLORD with certificates of such insurance which provide that coverage will not be canceled or materially changed prior to thirty (30) days advance written notice or any such notice as is required by contract or state law to LANDLORD. This insurance required hereunder in no way limits or restricts TENANT's obligation under this Section 12 as to indemnification of LANDLORD. Further, the insurance to be carried shall be in no way limited by any limitation placed upon the indemnity therein given as a matter of law; TENANT's insurance company shall be reasonably acceptable to LANDLORD. Lastly, despite anything language that may be to the contrary, Tenant will maintain separate insurance coverage in amounts sufficient to comply with 105 CMR 725.105(Q).

(b) TENANT shall indemnify, hold harmless and defend LANDLORD from and against any and all reasonable costs, expenses (including court costs and reasonable attorneys' fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority, arising out of or in any way connected with TENANT's use of the Premises, including TENANT'S use of the property for the growth or sale of marijuana products, and LANDLORD shall not be liable to TENANT on account of (i) any failure by TENANT to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by TENANT, (ii) any failure by TENANT to comply with any statutes, ordinances, regulations or orders of any governmental authority relating to TENANT's use of the Premises, (iii) any accident, death or personal injury, or damage to or loss or theft of property, which shall occur in or about the Premises except as the same may be caused solely by the negligence of LANDLORD, its employees or agents; or (iv) the release or improper storage or disposal of any hazardous wastes or materials by TENANT, unless caused by the negligence of LANDLORD, its employees or agents

### 13. MULTIPLE TENANTS:

If more than one person is named as TENANT in this Lease, any one of them shall, as between themselves and LANDLORD, have authority to bind all said TENANTS, and acts and omissions (including notices and events of default) by any one of said TENANTS shall conclusively be an act or omission of all said TENANTS. Notices given by LANDLORD to any one of said TENANTS shall be as though given to all TENANTS.

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### 16. REPRESENTATIONS:

All negotiations, representations, understandings, promises, and agreements with respect to matters covered by this Lease are fully set forth herein. The person negotiating this Lease on behalf of LANDLORD is without authority to make any promise or agreement with TENANT, which is not set forth in this Lease or in an addendum or amendment hereto. This Lease, and all supplements, amendments, and addenda shall not be binding upon LANDLORD until and unless executed by a duly authorized representative of LANDLORD.

### 17. NON-WAIVER:

7/10/13

APC

Should either LANDLORD or TENANT at any time waive or fail to enforce any term, condition, or agreement of this Lease, such waiver or failure to enforce shall not be construed as a waiver or relinquishment of that party's right thereafter to enforce any such term, condition, or agreement.

**18. DEFAULT:**

A default shall be considered to have occurred (a) if payment of all rent or other monetary obligations shall not have been made when due and if such failure to pay shall continue for ten (10) days after the due date or (b) if within thirty (30) days after written notice thereof from LANDLORD to TENANT specifying any other default or defaults, TENANT has not cured such default or defaults (or if the same cannot be reasonably cured within said thirty (30) day time period by exercising due diligence, then such additional reasonable time (not to exceed an additional thirty (30) days, for TENANT to cure provided TENANT continues to use due diligence to cure). In the event (a) of any default by TENANT of any of the terms and covenants of this Lease to be performed by TENANT as provided herein, (b) the estate hereby created in TENANT is taken by process of law, (c) TENANT shall file a voluntary petition of bankruptcy, (d) any involuntary petition initiating a bankruptcy proceeding is filed against TENANT and is not dismissed within sixty (60) days, (e) TENANT is adjudicated bankrupt, (f) TENANT shall make an assignment for the benefit of creditors or take the benefit of any insolvency law, or (g) a receiver is appointed for TENANT, then LANDLORD may, upon five (5) days' prior written notice to TENANT, by summary process or other legal means, enter upon the Premises and repossess the Premises and expel and remove from the Premises, TENANT and those claiming under it and its effects, without being guilty of any manner of trespass, thereby terminating this Lease without prejudice to any remedies which LANDLORD might otherwise be entitled to for arrears of rent or otherwise. In the event of such termination, TENANT shall indemnify LANDLORD against all loss of rent and its costs and expenses which LANDLORD may reasonably incur by reason of such termination including without limitation its broker fees and commissions with respect to any new lease or occupancy, its reasonable expenses incurred in preparing the Premises for reletting and its other costs and expenses due to such termination.

**18. MISCELLANEOUS:**

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19. LANDLORD recognizes that the facility has handled hazardous materials (gasoline) in the past. To the best of its knowledge LANDLORD believes that the site is clean.

Effective as of June 1, 2017

WITNESSES:

M. Bayless

TENANT: HAPPY VALLEY COMPASSION CENTER, INC.

BY: James A. Condit  
Name: JAMES A. Condit  
Title: CEO

WITNESSES:

Barbara Green

LANDLORD: WLR Realty, LLC

BY: Michael V. Behn  
Michael V. Behn, Duly Authorized

**Exhibit A**

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If TENANT exercises the option to purchase contained in Section 7 of the Commercial Real Estate Lease to which this Exhibit is attached (the "Lease"), the closing of the transfer of the Premises shall be controlled by the following provisions. Capitalized terms not defined herein shall have the meaning given them in the Lease.

- 1. PREMISES DESCRIPTION:** The land located at 199 Huckle Hill Road, Bernardston, MA, including the improvements and fixtures located thereon.
- 2. WLR REALTY, LLC APPROVAL:** The execution of the Purchase Option and sale of the Premises is subject to the approval of at least 75% of the current members of WLR Realty, LLC.
- 3. PURCHASE PRICE:** As set forth in Section 7 of the Lease, subject to reduction as set forth herein (the "Purchase Price").
- 4. EFFECTIVE DATE:** The "Effective Date" will be the date when LANDLORD has received written notice from TENANT of its intent to exercise its option to purchase.
- 5. PAYMENT OF PURCHASE PRICE:** The Purchase Price, subject to applicable adjustments and prorations, shall be paid to LANDLORD on the Closing Date by certified or cashier's check or by wire transfer.
- 6. CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered on the 90th day after the Effective Date ("Closing Date") unless the Closing Date is modified by other provisions of these Terms for Purchase and Sale (these "Purchase Terms"). On the Closing Date LANDLORD shall deliver to TENANT, upon payment of the Purchase Price a quitclaim deed conveying, good, clear record, insurable title to the Premises.
- 7. RESTRICTIONS; EASEMENTS; LIMITATIONS:** TENANT shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on a survey; public utility easements of record servicing the Premises; taxes and assessments for year of closing and subsequent years; easements, restrictions or covenants of record, if any; provided, that there exists at closing no violation of the foregoing.
- 8. TITLE AND SURVEY:** TENANT, at TENANT's expense, within thirty (30) days of the Effective Date shall cause to have examined the back title to the Premises as well as conduct any surveying of the Premises by a surveyor registered in the Commonwealth of Massachusetts. If such title exam or survey discloses a title defect or an encroachment on the Premises or that Improvements located on the property encroach on setback lines, easements, lands of others or violate any restrictions, covenants of these Purchase Terms or any applicable governmental regulation, the same shall constitute a title defect. TENANT shall notify LANDLORD of any title or surveying defect within thirty (30) days of the Effective Date. If LANDLORD is not willing to correct such defect then this Agreement shall terminate without recourse to either party.
- 9. PLACE OF CLOSING:** Closing shall be held at the office of the attorney or other closing agent designated by TENANT.
- 10. TIME:** In computing time periods of less than six (6) days, Saturdays, Sundays and Massachusetts state or national legal holidays shall be excluded. Any time periods provided herein which shall end on a Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. on the next business day. Time is of the essence in these Purchase Terms.

*WLR*  
*6/10*

**11. DOCUMENTS FOR CLOSING:** LANDLORD shall furnish the deed, bill of sale (if applicable), mechanic's lien affidavit, owner's possession affidavit, FIRPTA affidavit, , and corrective instruments, all in such form and substance as are acceptable to TENANT and TENANT's title insurer. Each party shall execute a closing statement.

**12. EXPENSES:** Recording fees for any monetary discharge, deed stamps and corrective instruments shall be paid by LANDLORD. Recording of the deed and municipal lien certificate shall be paid by TENANT. Unless otherwise provided by law or rider to these Purchase Terms, charges for the following related title services, namely title or abstract charge, title examination, and settlement and closing fee, shall be paid by TENANT.

**13. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Premises shall not be prorated at Closing since TENANT has been responsible for such expenses under the terms of the Lease.

**14. RISK OF LOSS:** Risk of loss until the date of Closing shall be the responsibility of TENANT pursuant to the terms of the Lease.

**15. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of these Purchase Terms, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

**16. FAILURE OF PERFORMANCE:** If TENANT fails to perform these Purchase Terms within the time specified, LANDLORD may elect to terminate the exercise of the option to purchase and be relieved of all obligations under these Purchase Terms. If for any reason other than failure of LANDLORD to make LANDLORD's title marketable after diligent effort, TENANT fails, neglects or refuses to perform these Purchase Terms, TENANT may seek specific performance or may terminate the exercise of the option, whereupon LANDLORD shall reimburse TENANT for all costs and expenses in connection with TENANT's exercise of the option to purchase. If either party terminates the exercise of the option to purchase as set forth herein, the Parties shall continue to be bound by the terms and provisions of the Agreement.

**17. PERSONS BOUND; NOTICE:** These Purchase Terms shall bind and inure to the benefit of the Parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any Party shall be as effective as if given by or to that Party.

**18. CONVEYANCE:** LANDLORD shall convey title to the Premises by quitclaim deed, subject only to matters contained in Section 6 of these Purchase Terms and those otherwise accepted by TENANT. Personal property shall, at the request of TENANT, be transferred by a bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

**19. AMENDMENTS:** No modification to or change in these Purchase Terms shall be valid or binding upon the Parties unless in writing and executed by the Party or Parties intended to be bound by it.

MVP  
LVP



# SELECT BOARD

## TOWN OF HADLEY

100 Middle Street • Hadley, MA 01035

Telephone (413) 586-0221

Fax (413) 586-5661

May 18, 2016

To Whom It May Concern:

The Select Board of the Town of Hadley, Massachusetts, does hereby provide support to Happy Valley Compassion Center, Inc. to operate a registered Marijuana Dispensary in Hadley, Massachusetts. I have been authorized to provide this letter on behalf of the Select Board by a vote taken at a duly noticed meeting held on May 18, 2016.

The Select Board has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Sincerely,

Molly A. Keegan, Chair, Select Board

Molly A. Keegan  
Signature

5/18/16  
Date



Select Board Agenda  
May 18, 2016  
Hadley Town Hall – Room 203  
7:00 PM

Special Town Meeting: The next town meeting is October 27, and a calendar of deadlines and action items is prepared for the Select Board.

Relay for Life: May 22 at the American Legion.

Memorial Day Parade: May 29 at 2:00 p.m. at the American Legion to the West Street Common.

Asparagus Festival: June 4, West Street Common

Craft Fair: June 11, West Street Common.

Debt Exclusion Ballot Vote: June 16, 2016, Noon to 8:00 p.m. at Hopkins Academy.

5. Appointments

5.1 7:15 p.m. Public Safety Presentation  
Meeting

The Chief and the Chief of Police will present information about public safety issues and departmental requirements.

This appointment has been reschedule for the June 1st Select Board Meeting.

6. Old Business

6.1 Medical Marijuana

The Town will sign a host community agreement for a Registered Medical marijuana Dispensary.

Happy Valley Compassionate Center is scheduled to meet with June 30th, and have already to met with the Board of Health.

The state required letter of agreement or of non-opposition.

We have negotiated a Host Community Agreement with Happy Valley Compassionate Center.

The Host Agreement states that the Town of Hadley will receive \$50,000 per year.

Happy Valley Compassionate Center will donate an initial \$10,000 dollars to the Charity of the Select Board's Choice, and an additional \$5,000 dollars for the next 5 years.

Happy Valley Compassionate Center will also pay real estate taxes.

Molly Keegan, David Nixon, Chief Spanknebel, Chief Mason are in agreement, as long as there is an opportunity to come back to the table in there is a change in law on the November election.

Motion to support:

Motion: Waskiewicz

Second: Devine

Vote: 3-2-0

Donald Pipczynski would like to explain his no vote, he feels that the market will become saturated with too many dispensaries.

Motion to accept Community Impact Agreement:

David Nixon recommend to sign the host agreement.

Motion: Devine

Second: Chunglo

Vote: 3-2-0



Select Board Agenda  
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John Waskiewicz

The dispensary, Happy Valley Compassionate Care, Inc. will need Planning Board site plan approval of the proposed site and licenses from the Board of Health.

6.2 MS4 Stormwater Permit

There was an update from DPW Director Warner about these mandates.  
The Select Board will an update on the US EPA Stormwater (MS4) Permit.

A link to the entire permit and information sessions can be found here:

[https://www3.epa.gov/region1/npdes/stormwater/MS4\\_MA.html](https://www3.epa.gov/region1/npdes/stormwater/MS4_MA.html)

6.3 Route 9 Widening Project Update

Widening going ahead, the contractor decided that they cannot wait of the gas company and the gas company work will not begin until June 1st.

6.4 Purchase of Land Discussion

The Select Board will review and discuss 2 proposed Requests for Proposals for purchasing land in the center village area and North Hadley area. Draft RFPs are attached for review and comment.

BID for 2 land purchases for the October Special Town Meeting.

These would be sent out sooner, before the town meeting so the information would be available for the voters.

John Mieczkowski, Sr. would like to form an Ad-hoc committee about fire sub-station.

Molly Keegan suggest members of the committee to include: John Mieczkowski, Sr.; a member of the Select Board, Municipal Building Committee, Historic Commission, a resident of North Hadley, and a town resident with building design.

Molly Keegan request for letters of interest within 2 weeks for the June 1st meeting to join the Ad- Hoc committee.

Motion to form Ad-hoc for the North Hadley Village Hall Land:

Motion: Devine                      Second: Chunglo

Vote: 4-0-1

Abstain: Waskiewicz

John Mieczkowski, Sr., states that If the ad-hoc committee is not formed in 2 weeks, he will not even participate.

General Discussion about priority of land for use.

Motion to send out 2 RFP for available land in North Hadley and center of town.

Motion: Chunglo                      Second: Devine

Vote: 4-1-0

Donald Pipczynski is concerned about going after other lands.

7. New Business

7.1 Committee Appointments and Annual Appointments

The Select Board will make annual appointment for the Police and Fire Departments for FY 2017.

File Attachments





Select Board Agenda  
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Fire and Police Departments.docx (29 KB)

Motion to accept Fire Department Annual Appointment

Motion: Chunglo                      Second: Devine

Vote: 4-0-1

Abstain - Waskiewicz

Motion to accept Police Department Annual Appointment

Motion: Chunglo                      Second: Waskiewicz

Vote: 5-0-0

8. Other

9. Announcements

Joyce Chunglo offers the condolences of the Select Board to Heidi Baj on the passing of her mother Dorothy Ellsworth on May 9th.

Joyce Chunglo offers the condolences of the Select Board to the family of Kenneth Cook.

Joyce Chunglo offers the condolences of the Select Board to Charles ( Chucky) Malik.

Joyce Chunglo reminds everyone to come to the Memorial Day Parade starting at 2:00 pm.

Donald Pipczynski wants to say thank you to all of the local businesses who donated supplies and food. And thank you to the volunteers who came out and helped clean up, we cleaned up about 90 % done. The town looks good. I would also like to start A Go Green Committee.

Introduce the committee in June at appointments time.

John Waskiewicz announced that water reports and now available at Town Hall, at DPW, and online.

10. Executive Session

11. Adjournment

11.1 Adjournment

Motion to adjourn:

Motion: Devine                      Second: Chunglo

Vote: 5-0-0

Meeting was adjourned at 9:00 pm.

Respectfully Submitted,

*Jennifer Sanders James*  
Jennifer Sanders James

### Discussion of Land Proposals



A P P E N D I X  
S E C T I O N C

Select Board Agenda  
May 18, 2016  
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7:00 PM

David Nixon recommends rejecting both bids

Motion to reject bids:

Motion: Devine

Second: Chunglo

Vote: 5-0-0

Discussion of Election Warrants

There are 2 items on the warrant

One is for the backhoe with an estimated impact of \$11.40 for every average single family household for 5 years. The second item is for the Public Safety Complex with an estimated impact of \$ 4.18 for every average single family household for 5 years.

Motion to sign warrants:

Motion: Chunglo

Second: Devine

V: 5-0-0

File Attachments

CONSENT AGENDA PROCEDURES.docx (14 KB)

Ballot warrant 06-16-16.doc (27 KB)

05.11.2016 Select Board Minutes.docx (169 KB)

### 3. Public Comments:

The public comment period is a time for the public to bring their concerns before the Select Board. The Board will hear public comments for 15 minutes.

Molly Keegan would like to share to letters of thanks recently sent to the Select Board

First is a thank you to the DPW from the Freemans. They specifically wanted to thank Marlo Warner, Michael Klimoski, Dennis Pipczynski, Billy Kelly, Jim Burse, Jason Hall, and Ray Russell for the prompt and efficient action.

Good job DPW! To Marlo Warner please share with crew.

Second is a thank you to David Nixon from the superintendent of schools thanking David for his recent cooperation.

Gerald Devine stated as the liaison to the Building Committee they have several request and concerns

- 1- Concern for BID for roof be sent out before money approved.
- 2- Would like to request an RFP for 3 acre site
- 3- Would like to request an RFP for center of town
- 4- They will have a summit meeting on May 31st, for the plan for the town.

Motion to send out BID for Roof for contingency

Motion: Chunglo

Second: Devine

V: 5-0-0

John Allen raises questions concerning the budget shortfall.

John Mieczkowski Sr., wants to know why a committee is deciding what to do with town buildings.

In general, the Board will take all items and issues raised under advisement. Requests that can be addressed administratively will be referred to the appropriate department head for action. Requests for public documents will be handled according to law.

### 4. Town Administrator's Report



**Select Board Agenda**  
**May 18, 2016**  
**Hadley Town Hall – Room 203**  
**7:00 PM**

Each week, when the Select Board has a scheduled meeting, the Town Administrator provides a report to the Select Board members.

This report provides an overview of the Town Administrator's week and updates from Town Departments and Offices on various programs and initiatives. The weekly report also includes information about construction projects and a schedule of upcoming community events.

Here is the report for the week of May 18, 2016.

**Projects**

**Bay Road Bridge;** MassDOT held an evaluation meeting on May 10 to review the bridge condition during low water. Based on their observations, the scope of the work has expanded. An amended design and price estimates are being developed. Construction is estimated to occur in July and August with a completion date of early September.

**Route 9 Widening;** Utility Meeting Update: Representatives of MassDOT, Town of Hadley, E.T.&L. Corporation, and Berkshire Gas Company met on May 17 to review and coordinate underground utility work. Berkshire Gas Company is still replacing their main line and service connections along the project area. Water line work will commence on May 18 with preliminary testing and final design based on test results. Sidewalk work on the north side has commenced, and people should avoid using the north sidewalk as much as possible, even during the parade. The parade is still scheduled to go on as normal.

The Town is requested to provide a letter to allow night work on the water lines wherever and whenever that makes traffic congestion less of a problem. A letter has been prepared for the Select Board tonight.

The Town is also requested to provide Mr. Marlo Warner with the authority to make decisions (that does not result in a change order) in order to facilitate the project.

**American Legion Parking Update:** The contractor is performing pavement work at the American Legion and Russell School in partnership with their hosts. The contractor will clear out their equipment, Jersey barriers, and fencing a few days before the Memorial Day parade, in order to allow our customary parade staging, and the parade is expected to proceed normally on Sunday, May 29 at 2:00 p.m. In addition, the Legion is holding an event on May 22 (Relay for Life), we are working with the contractor to allow for additional parking for that event. Permission to allow parking on the Town property is requested.

The SRF funding application has been submitted, and we expect an answer from DEP in the first week of June. Thanks for the generous support by Senator Rosenberg.

**Public Safety Complex HVAC Control:** The project is out to bid again with a due date of June 6. We have sent out many packets.

**Public Safety Complex Roof:** The specifications are completed, vetted by the Municipal Building Committee, and the project is ready to go out to bid, except for the final funding piece. The Select Board schedule a ballot question date for Thursday June 16. Polling hours are Noon to 8:00 p.m., and the polling place is Hopkins Academy. The



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Select Board will sign the election warrant at tonight's meeting. The two ballot questions (backhoe and roof) will be posted on the website and posted in Town Hall according to law.

The estimated tax impact for the roof is \$4.18/ average single-family household (\$311,800 value) for 5 years. Supplemental funding already secured for \$150,000 in a previous article, but that amount was determined to be insufficient for this project.

Backhoe: The estimated tax impact is estimated to be \$11.40/average single-family household (\$311,800 value) for 5 years. The ballot question is up for a vote on June 16. Polling hours are Noon to 8:00 p.m., and the polling place is Hopkins Academy.

Owners Project Manager: Town Meeting approved the funding, and the qualifications from seven outfits have been sent to the evaluation team. The top three ranked submissions are scheduled to be presented to the Select Board on June 1. The Board will select a finalist from that list.

IT Upgrade: Northeast IT has issued work tickets for the IT upgrades in Town Hall, and work is expected to commence as soon as a part arrives. The project should help boost Internet and productivity. I am working with them to schedule a presentation. Their recommendations will be incorporated into capital plan update and the operational budgets for the future.

Wage and Classification Study: Statistic work on data gathered from comparable communities is proceeding. The data was gathered by Ms. Maura Shea, an intern from the University of Massachusetts. In process.

Commonwealth Compact: The Town was awarded technical support for two projects: (a) development of a financial management team and (b) a safe routes to school project. The Department of Revenue has notified us that the projects have been approved, and we will be notified of our next steps. I consulted with the Massachusetts Department of Revenue for an implementation schedule, and they advised that they are taking communities in sequence. Hadley is expected to be helped in late summer 2016.

Electricity Aggregation: The Town has submitted the service agreement to counsel for review, and I expect to bring this matter to the Board in a few weeks. Town counsel has reviewed the service agreement, and I will schedule a meeting with the Board to move this project along.

#### Departmental Functions

Capital Improvement Plan Update: The update for the five-year Capital Plan is being sent to the departments this week with a return date of August 5.

Borrowing: The Treasurer's Office is working with the Chief Financial Officer and bond counsel to borrow for a number of already-approved projects. The Select Board is scheduled to meet with Mr. David Eisenthal of Unibank on June 1 to proceed with the borrowing.

Revenues: The department heads have been asked to review their revenues to see if (a) fees are updated to cover more of the Town's issuance and administration expenses, (b) fees are in place to cover municipal services provided to selected populations (as opposed to services provide generally), and (c) practices are in place to ensure collection



Select Board Agenda  
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of fees already in place. A placeholder article has been prepared for the fall town meeting for any permit fee changes.

The Senate Ways and Means Committee has issued their state budget recommendations, and the full Senate is expected to debate the budget and issue their final budget next month. The Town of Hadley gained a little state aid (about \$1,000) compared with the House budget. The assessments have remained unchanged compared to the House budget.

Expenses: The department heads have been asked to watch their spending in the final two months of the fiscal year, and specific instructions about encumbrances were given at the last department head meeting and issued by memo shortly afterward.

End of the Fiscal Year: At the last department head meeting, specific deadlines were given for submittal of revenues (June 30 at noon) and the submittal of FY 2016 expenses (July 27 at noon). Instructions were given to process payroll, as the pay week straddles the fiscal new year. The Finance Committee has been alerted the final deadline for adjusting FY 2016 budgets (either through reserve Fund transfers or line-to-line transfers) is July 15. Encumbrances from FY 2016 will be closed out to Free Cash.

Collective Bargaining Units: With the approval of the three collective bargaining agreements by Town Meeting, we are processing the retroactive pay, the new pay rates, and all other provisions recently negotiated. We are keeping open communication with the unions in order to avoid any problems with implementation. The union personnel have been very patient waiting for the Annual Town Meeting to come up on the calendar, and they are understandably anxious to see their pay.

Implementation of Town Meeting Votes: The voters approved a number of projects and initiatives, and department heads are working on implementation.

Public Safety Complex Roof: On the ballot for June 16.

Backhoe: On the ballot for June 16.

Tiny House: Enforcement is proceeding. The house is scheduled to be removed Thursday, May 19.

PILOT: Filed with the Assessor's Office.

Financials (HPAT): The Accountant followed the votes, and he is setting up the accounts to be active July 1.

Library: The Library Trustees have developed a questionnaire to help with their efforts to assess their next steps, which is available at [www.hadleyma.org](http://www.hadleyma.org) under Town News. Please fill it out, it just takes a couple of minutes.

CPA: The Zatyka Park is under design.

By-Law: The Town Clerk has issued the town meeting votes certifications, and the Attorney General has 90 days to approve the by-law change.

MS4 Stormwater Permit Update: I spoke with Pioneer Valley Planning Commission about joining the Connecticut River Stormwater Committee, and they would be pleased to have us. There is another orientation meeting on Monday, May 23 at 10:00 a.m., which I intend to attend. The purpose of the meeting would be to discuss how the coalition would best serve its client communities, now that the MS4 permit has been issued. There is an annual cost of \$2,000 that we need to explore and understand before Hadley joins.

Upcoming Projects and Events

# TOWN OF BERNARDSTON

Robert R. Raymond, Chairman  
Andrew I. Girard  
Stanly D. Garland



[www.townofbernardston.org](http://www.townofbernardston.org)

March 16, 2016

Department of Public Health  
Medical Use of Marijuana Program  
RMD Applications  
99 Chauncy St, 11<sup>th</sup> Floor  
Boston, MA. 02111

Dear Sir/Madam:

The Board of Selectmen does hereby provide support to Happy Valley Compassion Center, Inc., to operate a Registered Marijuana Dispensary facility specifically for cultivation and processing only, in the Town of Bernardston. This letter is authorized by an affirmative vote of the Board of Selectmen taken at a duly noticed meeting held on March 2, 2016.

The Board of Selectmen has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Board of Selectmen

Robert R. Raymond  
Chairman

Andrew I. Girard

Stanley D. Garland

cc Happy Valley Compassion Center, Inc.



A True Copy  
*Paul M. Garth*  
Attest:  
Town Clerk

Town of Bernardston  
Board of Selectmen

MEETING MINUTES: for the meeting of March 2, 2016

Select Board Members Present:  
Robert R. Raymond, Chairman  
Andrew Girard  
Stanley Garland

Others Present:  
See attached list.

Chairman Bob Raymond called the meeting to order at 5:36pm.

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Appointments

6:05pm - Happy Valley Compassion Center

Bob introduced the 3 principals of Happy Valley Compassion Center to the audience in attendance; Tim Van Epps, James Counihan and Patrick Cloney. The purpose of this meeting was to provide residents an opportunity to ask questions about the proposed medical marijuana operation being sited in Bernardston. Bob stated the question before the Selectmen is one of 3 options: a) a letter of support, b) a letter of non-opposition or c) a letter of opposition against the operation. The state Department of Public Health (DPH) requires a statement from the Selectmen on behalf of the Town as part of the licensing process for Happy Valley to move forward in Bernardston. Finally, Bob stated a Host Agreement is permitted to allow the Town to benefit financially from the siting of a facility for medical marijuana.

A number of subjects were addressed by principals fielding questions from the audience including:

- Possible Location(s). New construction on the Sandri lot or an existing structure located at the Kringle farm.
- Why Bernardston? Natural connection to the Sandri Companies, local farming experience, knowledge of the soil and agricultural expertise.
- Type of Facility. Happy Valley is proposing a cultivation (grow) facility only. If approved, the license from the DPH will allow Happy Valley to cultivate process and



dispense the product. There are no plans for anything beyond a cultivation center at this juncture.

- Security. – Security measures are dictated by the DPH and very stringent including sophisticated motion detectors or alarms tied into the local police station. Local law enforcement will be consulted during the process.
- Facility Esthetics. – If a new building is constructed, it will be in keeping with the Town's rural character subject to the Planning Board Site Plan Review procedures.
- Employment/Traffic. Between 12-24 full-time benefitted jobs are expected with living wages proposed. Local experienced farmers will be encouraged to apply. Two shifts are possible. Traffic will be limited and is not expected to significantly increase in volume or congestion.
- Local Approval. The Planning Board and Zoning Board of Appeals, if applicable, are all open meetings. Any and all plans, schematics and retrofit designs will be subject to local approval processes.
- Environmental Impact. No pesticides will be used on the operation. Very little waste product. Health of employees will be paramount. Routine and unannounced spot inspections from the DPH will ensure compliance with any and all health regulations. The smallest carbon footprint possible is the objective of the organization.
- Product Control. The DPH requires a seed to sale vertical market place for licensure. Happy Valley will control all 3 phases; grow, process and dispensing. Stockpiling of the product is not permitted. Only enough product can be grown to meet demand.
- Other Sites. About 12 other municipalities are being reviewed by Happy Valley as possible locations for their operation.

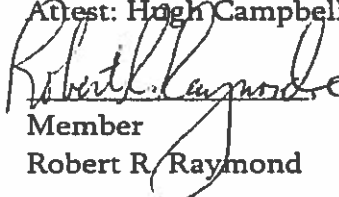
Several residents in attendance spoke in favor of Happy Valley siting in Bernardston. Motion by Stan to offer a letter of support to the Department of Public Health on behalf of Happy Valley Compassion Center to proceed with plans to site a medical marijuana facility in Bernardston, second by Andrew. Motion carried.

.....


#### Adjournment

With no further business to be discussed, Andrew made a motion to declare the meeting adjourned at 6.50pm, Stan seconded. Motion carried.

Attest: Hugh Campbell, Town Coordinator

  
Member  
Robert R. Raymond

  
Member  
Andrew I. Girard

  
Stanley D. Garland

**A True Copy**

  
**Attest:**  
**Town Clerk**

## TOWN OF BERNARDSTON



Andrew I. Girard, Chairman  
Robert R. Raymond  
Stanly D. Garland

[www.townofbernardston.org](http://www.townofbernardston.org)

June 22, 2016

Department of Public Health  
Bureau of Health Care Safety and Quality Medical Use of Marijuana Program  
99 Chauncy Street, 11th Floor,  
Boston, MA. 02111

Subject: Town of Bernardston - Medical Marijuana Cultivation Facility

Dear Sir/Madam:

The Bernardston Board of Selectmen has conferred with the Planning Board, Zoning Board of Appeals, Town Counsel, and the Building Inspector for the Town of Bernardston, and the Selectmen has received opinions from these officials that 199 Huckle Hill Road is in compliance with all local zoning bylaws for a Registered Marijuana Dispensary used for Cultivation and Processing only. Furthermore, 199 Huckle Hill Road is not within a radius of five hundred feet of any school, daycare center, or any facility in which children commonly congregate.

Sincerely,  
Board of Selectmen

A blue ink signature of Andrew I. Girard, written in a cursive style.

Andrew I. Girard, Chairman

A blue ink signature of Stanley D. Garland, written in a cursive style.

Stanley D. Garland

A blue ink signature of Robert R. Raymond, written in a cursive style.

Robert R. Raymond

List of all Properties within a 500' radius of 199 Huckle Hill Rd, Bernardston, MA

A P P 1 0 F 3  
S E C T I O N D

Address	Owner	Parcel ID	Use Code	Use Description	Compliant with 105 CMR 725.110(A)(14)
141 Huckle Hill Rd	Crumpin Fox Club, Inc.	19-4-1	131	Potentially Developable Land	YES
0 Parmenter Rd	Crumpin Fox Club, Inc.	19-4-3	380	Golf Course	YES
0 Parmenter Rd	Bernardston Fire and Water	15-2-27	903	Public Service Property	YES
104 Chapin Rd.	Gregory S. Fisher	19-2-5	131	Potentially Developable Land	YES
81 Chapin Rd.	Home Roots Properties, Inc.	19-3-18	101	Single Family Residence	YES
212 Huckle Hill Rd.	John W. Cavender	19-2-7	101	Single Family Residence	YES
91 Chapin Rd.	David E. Laprade	19-3-18.1	101	Single Family Residence	YES
162 Huckle Hill Rd.	Michael A. Knight	19-3-18.4	101	Single Family Residence	YES
154 Huckle Hill Rd.	Philip P. Sheridan	19-3-18.5	101	Single Family Residence	YES
248 Huckle Hill Rd.	John Burgess	19-2-6.1	101	Single Family Residence	YES
0 Huckle Hill Rd.	Crumpin Fox Club, Inc.	19-4-2	131	Potentially Developable Land	YES

The above listed properties encompass all properties within a 500 foot radius of 199 Huckle Hill Rd., Bernardston, MA. The properties were measured in a straight line from the nearest point of each property in question to the nearest point of the proposed RMD.

HVCC has ensured that none of the above listed properties consist of a school, daycare center, or any facility in which children commonly congregate.



